



# Town Council Agenda Report

**SUBJECT:** Resolution

**CONTACT PERSON/NUMBER**

Bob Rawls 797-1030

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID FOR REESE ROAD REALIGNMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SUCH SERVICES.

**REPORT IN BRIEF:**

The attached agreement provides for the reconstruction and realignment of the Reese Road Intersection at Davie Road. The successful bidder is M. Vila & Associates, Inc., and a review of their construction experience indicates a very successful experience in accomplishing projects of this nature. Funding for the construction phase of this project will be shared by the Florida Department of Transportation and Broward County.

**PREVIOUS ACTIONS:**

N/A

**CONCURRENCES:**

Engineering Department and Bid Specification Committee concur that the bid should be approved.

**FISCAL IMPACT:**

Has request been budgeted? Yes (Inter-Agency Funding Agreements)

If yes, expected cost \$239,722.30

Account Name: Public Works Roadway Maintenance Account

Additional Comments: N/A

**RECOMMENDATION(S):**

Motion to approve the Resolution.

**Attachment(s):**

Resolution

Contract - Provided under separate cover

Procurement Authorization

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID FOR REESE ROAD REALIGNMENT AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SUCH SERVICES.

WHEREAS, the Town is in need of construction services for the realignment of Reese Road; and

WHEREAS, the Town solicited sealed bids for such services; and

WHEREAS, it is in the Town's best interest to execute a contract for this work; and

WHEREAS, after review, the Town Council wishes to accept the bid of M. Vila & Associates, Inc. and authorizes the Mayor to execute a contract for construction services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid of M. Vila & Associates, Inc. for construction services for the realignment of Reese Road in the amount of \$239,722.30 and authorizes the Mayor to execute a contract for such services. A proforma contract is attached hereto and identified as Attachment "A".

SECTION 2. The Town Council hereby authorizes the expenditure from the Public Works Roadway Maintenance Account, which funds will be initially advanced from the General Fund Contingency budget to be repaid upon reimbursement from Broward County and Florida Department of Transportation.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

Attest:

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

TOWN OF DAVIE  
PROCUREMENT AUTHORIZATION

<u>ACCOUNT NUMBER.</u>	<u>BUDGET ITEM &amp; DESCRIPTION</u>	<u>APPROXIMATE COST</u>
001-0705-541-0511	Reese Road Realignment	\$239,722.30

METHOD OF PROCUREMENT (check the one that applies)

☒ Open Competitive Bidding

☐ Piggyback on Contract Number \_\_\_\_\_

☐ Sole Source

CHECKLIST, SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed \_\_\_\_\_

Department Head

Have Funds been Reserved \_\_\_\_\_

Date \_\_\_\_\_ Signed \_\_\_\_\_

Signed \_\_\_\_\_ Town

Administrator

<u>VENDOR</u>	<u>BIDS SUBMITTED</u>	<u>COST</u>
M. Vila & Associates, Inc.		\$239,722.30
The Retland Co.		\$245,569.00
United Underground Contractors		\$274,984.00

Signed \_\_\_\_\_

Purchasing Specialist

TOWN ADMINISTRATOR'S RECOMMENDATION

<u>Vendor</u>	<u>Cost</u>
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Signed \_\_\_\_\_

Town Administrator

00600. CONTRACT

CONTRACT

THIS IS A CONTRACT, by and between Town of Davie, a municipal corporation of the State of Florida, hereinafter referred to as TOWN, and \_\_\_\_\_, hereinafter referred to as CONTRACTOR.

W I T N E S S E T H, that CONTRACTOR and TOWN, for the considerations hereinafter named, agree as follows:

ARTICLE 1

SCOPE OF WORK

CONTRACTOR hereby agrees to furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the work described in the Contract Documents including Plans, Specifications and Addenda thereto for the Project.

ARTICLE 2

CONTRACT TIME

- 2.1 CONTRACTOR shall be instructed to commence the Work by written instructions in the form of a Purchase Order issued by TOWN Director of Purchasing and a Notice to Proceed issued by the Contract Administrator. The Work to be performed under this Contract shall be commenced within fifteen (15) calendar days after the Project Initiation Date specified in the Notice to Proceed. The Notice to Proceed and Purchase Order will not be issued until CONTRACTOR's submission to TOWN of all required documents and after execution of the Contract by both parties. The receipt of all necessary permits by CONTRACTOR is a condition precedent to the issuance of a Notice to Proceed.

- 2.2 Time is of the essence throughout this Contract. The work shall be substantially completed within 120 days from the Notice to Proceed and completed ready for final payment in accordance with Article 5 within 30 calendar days from the date certified by CONSULTANT as the date of Substantial Completion.
- 2.3 Upon failure of CONTRACTOR to substantially complete the Contract within the specified period of time, plus approved time extensions, CONTRACTOR shall pay to TOWN the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) for each calendar day after the time specified in Section 2.2 above, plus any approved extensions for Substantial Completion. After Substantial Completion should CONTRACTOR fail to complete the remaining work within the time specified in Section 2.2 above, plus approved time extensions thereof, for completion and readiness for final payment, CONTRACTOR shall pay to TOWN the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each calendar day after the time specified in Section 2.2 above, plus any approved extensions, for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to TOWN for its inability to obtain full beneficial occupancy of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by TOWN as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the Contract on time.
- The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.
- 2.4 TOWN is authorized to deduct liquidated damages from monies due to CONTRACTOR for the Work under this Contract or as much thereof as TOWN may, at its own option, deem just and reasonable.
- 2.5. CONTRACTOR shall be responsible for reimbursing TOWN, in addition to liquidated damages, for all costs incurred by CONSULTANT in administering the construction of the Project beyond the completion date specified above or beyond an approved extension of time granted to CONTRACTOR, whichever date is later. Such costs shall be deducted from the monies due CONTRACTOR for performance of Work under this Contract by means of unilateral credit change orders issued periodically by TOWN as costs are incurred by CONSULTANT and agreed to by TOWN.

ARTICLE 3

THE CONTRACT SUM

[ ] This is a Unit Price Contract:

- 3.1 TOWN shall pay to CONTRACTOR the amounts determined for the total number of each of the units of work completed at the unit price stated in the schedule of prices bid. The number of units contained in this schedule is an estimate only, and final payment shall be made for the actual number of units incorporated in or made necessary by the work covered by the Contract.
- 3.2 Payment shall be made at the Contract unit prices applicable to each integral part of the Contract. These prices shall be full compensation for all costs, including overhead and profit, associated with completion of all the Work in full conformity with the requirements as stated or shown, or both, in the Project Manual. The cost of any item of work not covered by a definite Contract unit price shall be included in the Contract unit price or lump sum price to which the item is most applicable.

[x] This is a Lump Sum Contract:

- 3.1 TOWN shall pay to CONTRACTOR for the performance of the Contract, the total price stated as awarded.
- 3.2 Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the work in full conformity with the requirements as stated or shown, or both, in the Project Manual. The cost of any item of work not covered by a definite Contract lump sum should be included in the lump sum price to which the item is most applicable.



## ARTICLE 4

### PROGRESS PAYMENTS

- 4.1 CONTRACTOR may make Application for Payment for work completed during the Project at intervals of not more than once a month. CONTRACTOR's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by CONSULTANT. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to CONSULTANT as required by the General Conditions and a release of liens relative to the work which is the subject of the Application. When applicable, an Application for Payment shall be accompanied by a completed Statement of Compliance in the form attached hereto as Form 00922. Each Application for Payment shall be submitted in triplicate to CONSULTANT for approval. TOWN shall make payment to CONTRACTOR in accordance with the Florida Prompt Payment Act by CONSULTANT of CONTRACTOR's Application for Payment and submission of an acceptable updated progress schedule.
- 4.2 Ten percent (10%) of all monies earned by CONTRACTOR shall be retained by TOWN until Final Completion and acceptance by TOWN in accordance with Article 5 hereof, except that after fifty percent (50%) of the Work has been completed, the Contract Administrator may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety percent (90%) of the Work has been completed, the Contract Administrator may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the sole discretion of the Contract Administrator, shall be recommended by CONSULTANT and CONTRACTOR shall have no entitlement to a reduction. Any interest earned on retainage shall accrue to the benefit of TOWN.
- 4.3 TOWN may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 4.3.1 Defective work not remedied.
  - 4.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.

- 4.3.3 Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
- 4.3.4 Damage to another contractor not remedied.
- 4.3.5 Liquidated damages and costs incurred by CONSULTANT for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to TOWN which will protect TOWN in the amount withheld, payment may be made in whole or in part.

## ARTICLE 5

### ACCEPTANCE AND FINAL PAYMENT

- 5.1 Upon receipt of written notice from CONTRACTOR that the Work is ready for final inspection and acceptance, CONSULTANT shall, within ten (10) calendar days, make an inspection thereof. If CONSULTANT finds the Work acceptable, the requisite documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 00926) shall be issued by CONSULTANT, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.
- 5.2 Before issuance of the Final Certificate for Payment, CONTRACTOR shall deliver to CONSULTANT a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof; an Affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, or a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice. TOWN may withhold final payment under the same terms and conditions as set forth in Section 4.3 above.
- 5.3 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of CONTRACTOR, and CONSULTANT so certifies, TOWN shall, upon certificate of CONSULTANT, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions



governing final payment, except that it shall not constitute a waiver of claims.

- 5.4 Final payment shall be made only after the Town Council has reviewed a written evaluation of the performance of CONTRACTOR prepared by the Contract Administrator, and approved the final payment. The making and acceptance of final payment shall constitute a waiver of all claims by TOWN, other than those arising from faulty or defective work, failure of the Work to comply with requirements of the Contract Documents or terms of any special warranties required by the Contract Documents. It shall also constitute a waiver of all claims by CONTRACTOR, except those previously made in strict accordance with the provisions of the General Conditions and identified by CONTRACTOR as unsettled at the time of the application for final payment.

#### ARTICLE 6

##### CONTRACT DOCUMENTS

- 6.1 This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.
- 6.2 Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 6.3 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: TOWN OF DAVIE through its TOWN COUNCIL, signing by

and through its Mayor or Vice Mayor, authorized to execute same  
by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 2000, and  
\_\_\_\_\_, signing by and through  
\_\_\_\_\_, duly authorized to execute same.

TOWN

ATTEST:

TOWN OF DAVIE, through its  
TOWN COUNCIL

\_\_\_\_\_  
Town Clerk

By \_\_\_\_\_  
Mayor, Town of Davie  
\_\_\_\_\_ day of \_\_\_\_\_, 2000,

Approved as to form by  
Attorney for the  
Town of Davie, Florida  
BARRY WEBBER  
Town Attorney

Telephone:  
Telecopier:

By \_\_\_\_\_  
Town Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

By \_\_\_\_\_  
(Signature and Title)

(Corporate Seal)

\_\_\_\_\_  
(Type Name/Title signed above)

\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

\_\_\_\_\_  
(Name)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type Name signed above)

\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

TOWN REQUIRES FIVE (5) FULLY-EXECUTED CONTRACTS, FOR DISTRIBUTION.

The complete bid construction documents and project comprises 115 pages and is available at the Town Clerk's office for review.